

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF INDIANA  
FORT WAYNE DIVISION

ZULMA QUINTANA and  
JAVIER QUINTANA

Plaintiffs,

V.

Case No.

REDBONE EXPRESS, LLC,  
STEEL HORSE TRUCKING, LLC AND  
RICHARD TURNBALL JR..

Defendants.

## COMPLAINT FOR DAMAGES

COMES NOW, Zulma Quintana and Javier Quintana (“Plaintiffs”), by counsel, Glaser & Ebbs, and allege and seek relief as follows:

1. Plaintiff Zulma Quintana is a citizen of Indiana.
2. Plaintiff Javier Quintana is a citizen of Indiana and is the lawful husband of Plaintiff Zulma Quintana.
3. Defendant Redbone Express, LLC is a limited liability company organized under the laws of Missouri with its principal place of business in Missouri.
4. Defendant Steel Horse Trucking, LLC is a limited liability company organized under the laws of Missouri with its principal place of business in Missouri.
5. Defendant Richard Turnbull, Jr. (“Defendant Turnbull”) is a citizen of Missouri.
6. The amount in controversy, without interest and costs, exceeds \$75,000, the sum or value specified by 28 U.S.C. § 1332.

7. The subject collision occurred in Allen County, State of Indiana, making venue in this judicial district proper pursuant to 28 U.S.C. § 1391.

8. Defendant Redbone Express, LLC is a motor carrier engaged in the business of transporting goods in interstate commerce.

9. Defendant Redbone Express, LLC's business operations include the State of Indiana.

10. Defendant Steel Horse Trucking, LLC is a motor carrier and/or trucking company engaged in the business of transporting goods in interstate commerce.

11. Defendant Steel Horse Trucking, LLC's business operations include the State of Indiana.

12. At all relevant times, Defendant Turnball was an employee and/or agent of Defendant Redbone Express, LLC.

13. At all relevant times, Defendant Turnball was an employee and/or agent of Steel Horse Trucking, LLC

14. At the time of the collision described below on August 16, 2018, Defendant Turnball was acting in the course and scope of his employment and/or agency with Defendant Redbone Express, LLC.

15. Defendant Redbone Express, LLC is vicariously liable and responsible for the acts of negligence and damages caused by its employee and/or agent during the course and scope of Defendant Turnball's employment and/or agency with Defendant Redbone Express, LLC.

16. At the time of the collision described below on August 16, 2018, Defendant Turnball was acting in the course and scope of his employment and/or agency with Defendant Steel Horse Trucking, LLC.

17. Defendant Steel Horse Trucking, LLC is vicariously liable and responsible for the acts of negligence and damages caused by its employee and/or agent during the course and scope of Defendant Turnball's employment and/or agency with Defendant Steel Horse Trucking, LLC.

18. On or about August 16, 2018, Plaintiff Zulma Quintana was driving a 2007 Honda Accord ("Honda") in a northeasterly direction on US 24 East in Allen County, State of Indiana.

19. At about the same time, Defendant Redbone Express, LLC – by and through its agent, servant, and/or employee Defendant Turnball – was carelessly and negligently operating a 1994 Peterbilt Motors semi tractor-trailer ("semi") in a southwesterly direction on US 24 East in Allen County, Indiana.

20. Defendant Turnball was speeding on US 24 and began turning left in front of Plaintiff Zulma Quintana's Honda to get onto a ramp for Interstate 469, causing a collision between the semi and the Honda.

21. Defendant Redbone Express, LLC and/or Defendant Steel Horse Trucking, LLC by and through its agent, servant, and/or employee, Defendant Turnball, is guilty of the following acts of negligence, gross negligence, and/or omissions which proximately caused the collision of August 16, 2018, described hereinabove, and the injuries sustained by the Plaintiffs:

- a. Defendant Turnball carelessly and negligently failed to keep and maintain a proper lookout for other vehicles using the roadway, including the Honda operated by Plaintiff Zulma Quintana;
- b. Defendant Turnball carelessly and negligently failed to keep the semi under control so as to avoid colliding with the Honda operated by Plaintiff Zulma Quintana;

- c. Defendant Turnball carelessly and negligently failed to yield to the Honda operated by Plaintiff Zulma Quintana;
- d. Defendant Turnball failed to change, alter, or divert the course of his semi to avoid a collision with the Honda operated by Plaintiff Zulma Quintana; and
- e. Defendant Turnball was traveling at an excessive speed immediately before attempting to turn in front of the Honda operated by Plaintiff Zulma Quintana.

22. Defendant Redbone Express, LLC and/or Defendant Steel Horse trucking, LLC is guilty of the following additional acts of negligence, gross negligence, and/or omissions which proximately caused or proximately contributed to the collision of August 16, 2018, described hereinabove, and the injuries sustained by the Plaintiffs:

- a. Defendant Redbone Express, LLC and/or Steel Horse Trucking, LLC negligently and carelessly failed to properly select, train, and/or supervise its drivers including but not limited to Defendant Turnball;
- b. Defendant Redbone Express, LLC and/or Steel Horse Trucking, LLC negligently and carelessly put or allowed to remain on the road unqualified and/or reckless drivers including, but not limited to, Defendant Turnball;
- c. Defendant Redbone Express, LLC and/or Steel Horse Trucking, LLC negligently and carelessly failed to screen and test its drivers including, but not limited to, Defendant Turnball, periodically to monitor and evaluate their safety orientation;
- d. Defendant Redbone Express, LLC and/or Steel Horse Trucking, LLC negligently and carelessly failed to develop, promulgate, adopt, and/or implement

safety policies, procedures, and practices for its drivers including, but not limited to, Defendant Turnball;

e. Defendant Redbone Express, LLC and/or Steel Horse Trucking, LLC negligently and carelessly permitted, allowed, and/or failed to stop its drivers, including, but not limited to, Defendant Turnball, from violating rules, regulations, and/or statutes regarding driver records and logs;

f. Defendant Redbone Express, LLC and/or Steel Horse Trucking, LLC negligently and carelessly failed to provide periodic systematic safety and/or defensive driver training for its drivers including, but not limited to, Defendant Turnball;

g. Defendant Redbone Express, LLC and/or Steel Horse Trucking, LLC negligently and carelessly failed to provide remedial training of its drivers including, but not limited to, Defendant Turnball;

h. Defendant Redbone Express, LLC and/or Steel Horse Trucking, LLC negligently entrusted its vehicle to Defendant Turnball; and

i. Any such other negligence or gross negligence and violations of rules, regulations, and statutes as may be shown at the trial of this matter, including but not limited to the laws of Indiana, CDL training and the Federal Motor Carrier Safety Regulations.

23. As a direct and proximate result of the carelessness and negligence of Defendants – Defendant Redbone Express, LLC, Defendant Steel Horse Trucking, LLC and Richard Turnball Jr. – Plaintiff Zulma Quintana sustained serious and permanent physical injuries, has

experienced physical pain and mental anguish, and will continue to experience pain and mental anguish in the future.

24. As a direct and proximate result of her injuries and their effects upon her, Plaintiff Zulma Quintana has been required to engage the services of health care providers for medical treatment and has incurred medical expenses as a result; further, Plaintiff Zulma Quintana will inevitably require medical services in the future as a result of her injuries, for which she will incur additional expenses.

25. As a direct and proximate result of the carelessness and negligence of the Defendants – Defendant Redbone Express, LLC, Defendant Steel Horse Trucking, LLC and Richard Turnball Jr. – the activities of Plaintiff Zulma Quintana’s daily life have been permanently and adversely affected to her detriment.

26. As a direct and proximate result of the carelessness and negligence of the Defendants – Defendant Redbone Express, LLC, Defendant Steel Horse Trucking, LLC and Richard Turnball Jr. – Plaintiff Javier Quintana has been deprived of the services of his spouse as a companion, wife, and helper and may lose said services and assistance in the future.

27. As a direct and proximate result of the carelessness and negligence of the Defendants – Defendant Redbone Express, LLC, Defendant Steel Horse Trucking, LLC and Richard Turnball Jr. – Plaintiff Javier Quintana will be required to provide services for the care of his wife, Plaintiff Zulma Quintana.

28. At all times relevant herein, the Defendants – Defendant Redbone Express, LLC, Defendant Steel Horse Trucking, LLC and Richard Turnball Jr. – acted with reckless disregard of the consequences to the Plaintiffs and acted in a wanton/willful/grossly negligent manner, justifying an award of punitive damages to punish and deter such wrongful conduct.

WHEREFORE, Plaintiff Zulma Quintana and Plaintiff Javier Quintana pray for judgment against Defendants' Redbone Express, LLC and/or Steel Horse Trucking, LLC and Richard Turnball, Jr., in an amount commensurate with their injuries, for the costs of this action, for punitive damages, and for all other just and proper relief.

Respectfully submitted,

GLASER & EBBS, LLC

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COUNSEL FOR PLAINTIFFS

**JURY DEMAND**

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs Zulma Quintana and Javier Quintana, by counsel, respectfully demand trial by jury.

Respectfully submitted,

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